Ozanne Construction Company *and* Service Employees International Union, Local 47 and Teamsters Local 416 a/w International Brotherhood of Teamsters, Party in Interest. Cases 8–CA–25853 and 8–CA–25854

May 12, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

The issues presented in this case[1] are whether the judge correctly found that the Respondent Ozanne Construction Company violated Section 8(a)(5) and (1) of the Act by withdrawing its recognition of the SEIU Local 47 as a joint collective-bargaining representative of a unit of the Respondent's employees, by refusing Local 47's request for information about all unit employees, and by modifying the unit when it negotiated and executed a collective-bargaining agreement solely with joint representative Teamsters Local 416 for a part of the unit. The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[2] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Ozanne Construction Company, Cleveland, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] On February 10, 1995, Administrative Law Judge Martin J. Linsky issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief. The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We have considered the documentary evidence referred to by the Respondent in its brief and we find that it does not warrant reversing the judge's finding that Local 47 did not bargain to impasse on a nonmandatory subject. Further, assuming arguendo that Local 47 bargained to impasse on a nonmandatory subject, we agree with the judge that such conduct would not privilege the Respondent's actions.

Richard F. Mack, Esq., for the General Counsel.
Martin S. List, Esq., of Cleveland, Ohio, for the Respondent.
Eben O. McNair, Esq., of Cleveland, Ohio, for the Charging Party.

DECISION

STATEMENT OF THE CASE

MARTIN J. LINSKY, Administrative Law Judge. On October 13, 1993, the charges in Cases 8–CA–25853 and 8–CA–25854 were filed by Service Employees International Union, Local 47 (SEIU Local 47, Local 47, or Charging Party), against Ozanne Construction Company (Respondent).

On April 28, 1994, the National Labor Relations Board, by the Regional Director for Region 8, issued a consolidated complaint (complaint).

The complaint alleges that Respondent violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act), when it withdrew recognition from Local 47 as the joint exclusive collective-bargaining representative of a unit of Respondent's employees and when it failed and refused to furnish Local 47 with information necessary for and relevant to Local 47's performance of its duties as joint collective-bargaining representative of a unit of Respondent's employees.

Respondent filed an answer in which it denied that it violated the Act in any way. I find for the General Counsel.

A hearing was held before me in Cleveland, Ohio, on October 11 and 12, 1994.

On the entire record in this case, to include posthearing briefs submitted by the General Counsel and Respondent, and on my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent is an Ohio corporation with an office and place of business in Cleveland, Ohio, where it is engaged, inter alia, in performing maintenance of certain equipment for the NASA Lewis Research Center in Cleveland, Ohio.

Respondent admits, and I find, that it is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

Respondent admits, and I find, that SEIU Local 47 and Teamsters Local 416 are labor organizations within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

1. Whether Respondent unlawfully withdrew its recognition of Local 47 as the joint exclusive collective-bargaining representative of Respondent's custodial and site maintenance employees, and modified the established bargaining unit without the consent of Local 47, when, on June 1, 1993, it executed a collective-bargaining agreement solely with Teamsters Local 416, the Party in Interest.

2. Whether Respondent unlawfully refused to provide certain requested information to Local 47 concerning the members of the bargaining unit and their terms and conditions of employment.

B. *The Facts*

Local 47 has represented the custodial and maintenance employees at the NASA Lewis Research Center in Cleveland, Ohio, for at least 25 years. Members of this bargaining unit have been employed by a succession of employers who have successfully bid the custodial and certain other work required by NASA at that site. The Respondent successfully bid the contract for the custodial and certain site maintenance work in or about March or April 1992, and commenced its operations on September 1, 1992.

Prior to Respondent, the maintenance and custodial services had been performed by Colejon Mechanical Corporation (Colejon). In 1986, pursuant to the settlement of an unfair labor practice case, Colejon recognized Local 47 and Teamsters Local 416 as joint collective-bargaining representative of a single unit of custodial and maintenance employees at the NASA facility.

The Unions and Colejon executed successive bargaining agreements, the most recent of which was effective from April 15, 1991, through April 15, 1994. These agreements provided that ''for purposes of grievance representation and union membership, Teamsters Local 416 will represent employees in all mechanical maintenance, site maintenance, facilities maintenance and steam plant classifications; while SEIU Local 47 will represent employees in all custodial maintenance classifications.'' (G.C. Exh. 12, art. II.) Under Colejon, Local 47 had approximately 80 member employees and Local 416 had approximately 150 member employees.

As noted above, Respondent successfully bid the custodial and site maintenance work in the spring of 1992. When Local 47 President Michael Murphy learned that Respondent would be the new contractor, he immediately contacted Nick Nardi, Local 416 business representative and vice president, and the two men paid a visit to Dominic Ozanne, Respondent's president for the purpose of introducing themselves and explaining the nature of their relationship and the history of the unit at NASA. The two men also provided Ozanne with a copy of the Colejon agreement at that time. Subsequently, Respondent commenced hiring employees and Murphy instructed his membership concerning where to apply for employment with Respondent. By the time Respondent commenced operations on September 1, 1992, it had hired approximately 51 of the former Colejon custodial employees who were Local 47 members. The remaining 29 employees were new hires. Respondent was free to hire different employees but the Union was free to negotiate on this permissive subject of bargaining. Respondent did not acquire all the work done by the unit jointly represented by Local 47 and Local 416 and only 10 Local 416 employees were hired by Respondent. The remainder of the 150 Teamsters were hired by other contractors at the NASA Lewis Research Center.

After Murphy's initial meeting with Ozanne he had subsequent contacts with Respondent's legal counsel Richard Humphreys on which occasions the retention of the former Colejon employees was discussed. According to uncontradicted testimony of Murphy, there was no issue raised with respect to the employment of all former Colejon employees just prior to the takeover by Respondent.

On August 18, 1992, Murphy and Nardi prepared a proposed contract and a separate ''Assumption Agreement'' and gave them to Respondent. The proposed contract was identical in its terms with the Colejon agreement, but tailored to reflect Respondent as the employer. The separate assumption agreement constituted an agreement to retain all former Colejon employees by seniority and an agreement to recognize their rights to benefits which accrued by reason of their seniority. Neither of these two agreements was dependent upon the other. Furthermore, there was nothing in the proposed collective-bargaining agreement which conditioned acceptance of the contract on agreement to the assumption agreement. Both documents were signed by Murphy and Nardi when they were submitted to Respondent.

It is undisputed that Respondent never raised any issue with respect to terms of the proposed collective-bargaining agreement and never submitted any counterproposals in response to it.

On September 1, 1992, Local 47 demanded recognition from the Respondent as the representative of its employees, and, on September 2, 1992, that recognition was granted.

Thereafter, the Respondent and Local 47 met on several occasions in an effort to resolve the issue of the hiring of all former Colejon employees. One of these meetings was initiated by Dick Acton, executive secretary of the Cleveland Federation of Labor, in an effort to bring the two disputants together and resolve the issue. This intervention and the other meetings were unsuccessful in concluding a resolution.

Over the course of the ensuing months, Local 47 appealed to congressmen and others to support it in its efforts to convince Respondent to reconsider its decision not to employ certain of the former Colejon work force. In addition, the hiring issue was raised in conversations with Respondent's legal counsel in the context of meetings otherwise unrelated to Respondent. None of these efforts was successful in reaching an accord over the hiring issue.

At the end of May or in early June 1993, Local 416 Representative Nardi contacted Murphy and informed him that ''he had to do what was in the best interests of his members'' and that Local 416 was ''going forward.'' Murphy requested a copy of whatever agreement the Respondent and Local 416 concluded. Subsequently, Nardi forwarded to Murphy a copy of an executed collective-bargaining agreement between Local 416 and Respondent. (G.C. Exh. 7.) This agreement covered only the 10 site maintenance employees which employees Local 416 had covered for grievance purposes under the Colejon contract as joint representative with Local 47.

It is undisputed that Local 47 was given no notice by the Respondent of its intention to bargaining separately with Local 416.

Following the execution of the above agreement, on July 16, 1993, Local 47 requested certain information concerning the entire bargaining unit and its terms and conditions of employment. Further, in the same document Local 47 reminded Respondent of the Unions' joint representative status and its obligation to bargain jointly with the Unions. (G.C. Exh. 8.) A further request was made on July 28, 1993, for the unit employees' disciplinary records and for copies of the Respondent's work rules and personnel policies. Respondent's counsel responded to these requests on July 26 and August 2 by telling Local 47 that it was considering the ''propriety of the requests.'' (G.C. Exhs. 8–10 and 14.)

On August 6, 1993, Respondent, through its counsel, informed Local 47 that it would not provide the requested information, and, that there was no longer a joint bargaining

unit. Respondent thereby withdrew recognition from Local 47, giving voice to the tacit withdrawal of recognition which its June 1, 1993 execution of the collective-bargaining agreement with Local 416 constituted. (G.C. Exh. 11.)

C. *Analysis and Argument*

1. Respondent violated the Act when it bargained separately with Local 416, and executed a collective-bargaining agreement with Local 416 covering a portion of the bargaining unit, thereby unilaterally modifying the unit

Counsel for the General Counsel correctly asserts that the Respondent violated Section 8(a)(1) and (5) of the Act by negotiating separately with Local 416 and entering into a collective-bargaining agreement that recognized that union as the exclusive collective-bargaining representative of a *portion* of the bargaining unit in which Local 47 and Local 416 were recognized as joint representative. By so doing the Respondent thereby modified the established bargaining unit without the consent of the joint representative and withdrew recognition from Local 47.

As the record established, the joint nature of the Unions' representation resulted from the settlement of an unfair labor practice case approved by the Regional Director for Region 8. The joint representatives negotiated successive collective-bargaining agreements with Colejon, the predecessor employer performing custodial and site maintenance for NASA at the Lewis Research Center. On September 2, 1992, Respondent voluntarily recognized local 47 and Local 416 as the representative of its employees.

The Board has long recognized that there is no legal difference between representational status gained through certification, voluntary recognition, Board orders, or settlement agreements. See *Keller Plastics Eastern*, 157 NLRB 583, 587 (1966). In *Keller* the Board stated:

> With respect to the present dispute which involves a bargaining status established as a result of voluntary recognition of a majority representative, we conclude that, like situations involving certifications, Board orders, and settlement agreements, the parties must be afforded a reasonable time to bargain and to execute the contracts resulting from such bargaining.

The facts in the instant case are governed by the Board's decision in *California Nevada Golden Tours*, 283 NLRB 58 (1987). Therein, the Board, in adopting with only minor modification the decision of Judge Earldean V. S. Robbins, held, inter alia, that an employer's actions in negotiating separately and entering into a collective-bargaining agreement with only one union of a jointly certified unit, violated Section 8(a)(1) and (5) of the Act. That case is virtually on all fours with the instant case and dictates the conclusion that Respondent violated the Act.

California Nevada Golden Tours, supra, involved the following facts. In January 1974, two separate Teamsters locals were certified as the joint collective-bargaining representative of the employer's bus drivers who worked from locations in California and Nevada. The joint representative and the employer entered into successive collective-bargaining agreements in 1974, 1977, and 1981. Teamsters Local 265 (Local 265), administered the contract for the employer's drivers working out of the San Francisco Bay Area, while Teamsters Local 533 (Local 533), administered the contract for the Nevada drivers.

On July 25, 1983, Local 533 notified the employer that it desired to begin negotiations with the intent to modify the collective-bargaining agreement. On September 21, 1983, Local 265 notified the employer that ''Local 265 has taken the position to negotiate the contracts as a single bargaining unit.'' Two days later the employer responded to Local 265 and agreed to single unit negotiations. Shortly thereafter, Local 533 notified the employer that it was willing to negotiate terms of a successor agreement but insisted that due to the joint representative status, all negotiations take place with both unions. As the Board stated: ''Despite being place on notice by Local 533 that Local 265 and Local 533 were joint representatives and that Local 533 was only amenable to joint negotiations, [the employer] engaged in separate negotiations with Local 265 that resulted in a separate agreement. . . .'' Id. at 60.

In determining that the employer's separate negotiations and agreement violated the Act, the Board rejected the employer's contentions ''that parties to a joint certification may voluntarily adopt a different mode of negotiations and that Local 533 had temporarily waived the right to bargain on a joint basis. . . .'' Id. at 66. The Board rejected this argument, stating that ''[a]ny waiver of a representative's right to bargain must be ''clear and unmistakable,'' citing *General Electric Co. v. NLRB*, 414 F.2d 918, 923 (4th Cir. 1969).

Applying this holding to the instant matter, it is clear that there is no evidence of a clear and unmistakable waiver of Local 47's right to represent the unit employees as a joint representative. Indeed, all of the evidence is to the contrary. The proposed collective-bargaining agreement and assumption agreement were submitted jointly by Local 47 and Local 416. The initial contacts with the Respondent were undertaken jointly. Thereafter, the hiring issue arose which involved exclusively members of Local 47. Although negotiations and discussions concerning this issue extended over a period of months without resolution, there is no evidence that during that period that Local 47 ever enunciated any intention, let alone a clear intention, to relinquish its right to represent the entire unit on a joint representative basis. There is also record evidence that initial efforts undertaken to encourage the Respondent to hire the remaining employees was done on a joint basis. Indeed, when Local 47 representative Murphy learned that the Respondent and Local 416 had engaged in separate bargaining and had executed a contract, Local 47's reaction was, on July 16, 1993, to reaffirm its status as the joint representative and to admonish Respondent that any bargaining with respect to a new agreement must be undertaken on a joint basis. In addition, Local 47's information requests of July 16 and 28 relate to all unit members and not only to those who were members of Local 47.

Therefore, every overt manifestation of intent on the part of Local 47 was to affirm and maintain joint representative status. There is no credible evidentiary basis for an inference to the contrary. As the Board has stated: ''A waiver of a statutory right must be clearly and unmistakably established and is not lightly to be inferred.'' *Adams Dairy Co.*, 147 NLRB 1410 (1964).

Respondent claims that there was an irreconcilable split between Local 47 and Local 416 and that permitted Respondent to withdraw recognition from Local 47. There was however, a similar split between Locals 265 and 533 in the case above cited and that did not permit Respondent to withdraw recognition from Local 533.

Respondent's assertion that Local 47 relinquished its representative rights rests in part on the foundation of the testimony of Local 416 Representative Nick Nardi. Nardi testified that during a chance meeting at Bank One in Cleveland, Murphy stated that Local 47 would not agree to a contract with Respondent unless Respondent agreed to ''deal'' with respect to the hiring issue. Murphy denies that there ever was such a meeting or conversation. I find Murphy more credible than Nardi. Murphy was sure in his testimony and impressed me by his demeanor as worthy of belief. Nardi's memory with respect to when this alleged conversation took place is so vague as to render it useless. Nardi could not remember even the month, the season, or whether it was even hot or cold outside. Nardi could only remember that the conversation took place on a Friday in 1993 before he met with Ozanne and negotiated a separate agreement for the 10 Teamsters working for Respondent.

Clearly, such imprecise and vague testimony cannot serve to establish that Local 47 insisted to impasse on a nonmandatory subject or had otherwise refused to bargain.

And, of course, Nardi's testimony, even if credited, cannot be a basis for Respondent's withdrawal of recognition but is merely evidence that Local 47 was possibly guilty of an unfair labor practice, i.e., negotiating to impasse over a permissive subject of collective bargaining, namely, the hiring of all former Colejon employees. Under the law Respondent was free to hire their own employees and were not required to hire the former Colejon employees. Local 47 however, was free to negotiate with Respondent on the issue but not to impasse.

What is clear from all the testimony is that all the impetus for separate negotiations originated with Local 416 and Respondent. The record repeatedly reflects that neither Local 416 nor Respondent made any contact with Local 47 until after they had conducted separate negotiations and had concluded an agreement. At no time did Respondent contact Local 47 to confirm with what it now claims its defense to be: that Local 47 would not negotiate unless Respondent hired all prior members of Local 47. Neither did Respondent inform Local 47 of its intentions to pursue separate bargaining.

Respondent argues continually about an irreconcilable split which existed within the joint representative. There may have been frustrations for all the parties. It is only a matter of circumstance however, that it was Local 47's members who were not hired. It stands to reason that Local 47 would bear the principal burden of advancing their cause. The fact that Local 416 ultimately became disinterested in the fate of these workers does not provide either Local 416 or the Respondent with license to abrogate the bargaining relationship, modify the historic recognized unit, and bargain separately. *California Nevada Golden Tours*, 283 NLRB at 66.

Although it appears that a great deal of time was devoted to the hiring issue, one must understand that the terms and conditions of employment of the unit employees were essentially secure by virtue of the operation of the Service Contract Act. The issue of the former Colejon workers who were not hired by Respondent was the single most important issue for negotiation. The joint representative had advanced a proposed collective-bargaining agreement which contained terms and conditions identical to those in the former Colejon agreement. Therefore, it is obvious that if there were any issues with respect to the proposed contract demands the Respondent could have raised them which it did not.

Even if Local 47 bargained to impasse over a permissive subject of bargaining Respondent could not withdraw recognition of Local 47 as it did here but could file unfair labor practice charges against Local 47 (which it did not) or unilaterally implement its last best offer.

2. Respondent violated the Act when it failed and refused to honor Local 47's information request

Local 47 requested, on July 16, 1993, ''a list of all bargaining unit employees, broken down by classification, rates of pay, dates of hire . . . as well as original bargaining unit seniority dates. We are also requesting a list of all current employees and their addresses . . . employees' current benefits and copies of each respective policy.'' On July 28, 1993, Local 47 additionally requested copies of all written warnings to bargaining unit members from the assumption by Respondent of its duties at NASA in September 1992.

The law in this area is clear and well settled. An employer has a duty to provide upon request information necessary and relevant to the union in carrying out its statutory duties and responsibilities. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). Where, as here, the requested information concerns wage rates, job descriptions, names and addresses of unit employees, benefits, and other information pertaining to employees within the bargaining unit, this information is presumptively relevant. Respondent concedes it failed and refused to turn this information over to the Union on the advise of counsel that Respondent had no duty to bargain with Local 47. Counsel gave this advise because of what it claims was an irreconcilable split between Locals 47 and 416 caused by Local 47 bargaining to impasse on a permissive subject of bargaining, namely, that Respondent hire all former Colejon employees represented by Local 47. As pointed out above this is no defense to a withdrawal of recognition. Accordingly, Respondent violated Section 8(a)(1) and (5) of the Act when it failed and refused to turn over to Local 47 the information it requested on July 16 and 28, 1993.

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2) of the Act and engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. SEIU Local 47 and Teamsters Local 416 are labor organizations within the meaning of Section 2(5) of the Act.

3. Local 47 and Local 416 are the joint exclusive collective-bargaining representative of Respondent's employees at the NASA Lewis Research Center in Cleveland, Ohio.

4. Respondent violated Section 8(a)(1) and (5) of the Act when it withdrew its recognition of Local 47 as the joint collective-bargaining representative of Respondent's custodial and site maintenance employees, and modified the established bargaining unit without the consent of Local 47 when,

on June 1, 1993, it executed a collective-bargaining agreement solely with Teamsters Local 416.

5. Respondent violated Section 8(a)(1) and (5) of the Act when it unlawfully failed and refused to provide Local 47 with a list, with addresses, of all bargaining unit employees, broken down by classification, rates of pay, seniority date, information regarding current benefits, and copies of all written warnings issued to bargaining unit employees from the assumption by Respondent of its duties at the NASA Lewis Research Center because the information requested by Local 47 was necessary for and relevant to Local 47's collective-bargaining responsibilities.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[1]

ORDER

The Respondent, Ozanne Construction Company, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize SEIU Local 47 and Teamsters Local 416 as the joint exclusive collective-bargaining representative in the established unit of custodial and maintenance employees servicing the NASA Lewis Research Center in Cleveland, Ohio.

(b) Recognizing Teamsters Local 416 as the exclusive collective-bargaining representative of a portion of the NASA service contract unit, including the maintenance unit employees.

(c) Enforcing or giving effect to a collective-bargaining agreement with Teamsters Local 416 covering only the maintenance employees at the NASA Lewis Research Center, entered into on or about June 1, 1993.

(d) Failing or refusing to furnish to SEIU Local 47 and/or Teamsters Local 416 requested information necessary and relevant to the performance of their functions as joint exclusive collective-bargaining representative of the unit employees.

(e) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their Section 7 rights.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Withdraw and withhold recognition from Teamsters Local 416 as the exclusive collective-bargaining representative of Respondent's maintenance unit employees at the NASA Lewis Research Center, unless certified by the National Labor Relations Board, provided, however, nothing in the order should prohibit Respondent from dealing with Teamsters Local 416 concerning the resolution of grievances of maintenance employees of the unit consistent with past practice.

(b) Recognize and, on request, bargain in good faith with both SEIU Local 47 and Teamsters Local 416 as the joint exclusive collective-bargaining representative in the established unit of Respondent's custodial and maintenance employees performing service contract work at the NASA Lewis Research Center in Cleveland, Ohio.

(c) Promptly provide to SEIU Local 47 the information requested in the letters to the Respondent of July 16 and 28, 1993.

(d) Post at its Cleveland, Ohio facility copies of the attached notice marked ''Appendix.''[2] Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[1] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

> To organize
>
> To form, join, or assist any union
>
> To bargain collectively through representatives of their own choice
>
> To act together for other mutual aid or protection
>
> To choose not to engage in any of these protected concerted activities.

WE WILL NOT recognize Teamsters Local 416 as the exclusive collective-bargaining representative of a portion of the NASA service contract unit and

WE WILL NOT enforce or give effect to the collective-bargaining agreement we entered into with Teamsters Local 416 in June 1993.

WE WILL NOT fail or refuse to recognize SEIU Local 47 and Teamsters Local 416 as the joint exclusive collective-bargaining representative in the established unit of custodial and maintenance employees servicing the NASA Lewis Research center in Cleveland, Ohio.

WE WILL NOT fail or refuse to furnish to SEIU Local 47 and/or Teamsters Local 416 requested information necessary and relevant to the performance of their functions as joint exclusive collective-bargaining representative of the unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their Section 7 rights.

WE WILL recognize and, on request, bargain in good faith with both SEIU Local 47 and Teamsters Local 416 as the joint exclusive collective-bargaining representative in the established unit of the our custodial and maintenance employees performing service contract work at the NASA Lewis Research Center in Cleveland, Ohio.

WE WILL provide to SEIU Local 47 the information it requested in its letters to us on July 16 and 28, 1993.

OZANNE CONSTRUCTION COMPANY